

AGREEMENT

This **Agreement** is made by and between two parties, the City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Shaunna O'Connell**, hereinafter referred to as "The City," and **Ian D. Fortes, City Auditor**, hereinafter referred to as the "City Auditor"

Whereas, the City is desirous of obtaining the services of the City Auditor for the City of Taunton, MA; and

Whereas, the City Auditor is willing to perform the duties of the position of City Auditor according to the terms and conditions of this contract and the current job description, hereto attached; and,

Whereas, the City Auditor will be considered a confidential, FLSA exempt, non-union employee of the City,

Now, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

DURATION OF THE AGREEMENT

This Agreement shall be effective beginning on the 31st day of January, 2022 and shall continue in full force and effect until the 14th day of January, 2023, or until such time that the City Auditor resigns, retires or is removed from this position. Re-appointment to the position of City Auditor shall be by and at the discretion of the Municipal Council for a term not to exceed three years. In the event that the City Ordinance relative to the term of appointment of the City Auditor is amended, this contract shall be modified to conform with the Ordinance and to run co-terminus with the dates of appointment under the Ordinance.

MODIFICATIONS

The terms and conditions of this contract may be modified or amended only by a written agreement signed by both parties.

DUTIES

The City Auditor shall be responsible for all duties as described in the attached job description, the City Ordinances, and such additional duties related to the administration of City government as may be from time to time directed by the Mayor.

TIME & ATTENDANCE

The City Auditor shall devote a minimum of forty (40) hours per work week to the City of Taunton, and shall be expected to work, at a minimum, during the usual and customary hours that City Hall is open, and at such other times as are directed by the Mayor. The City Auditor shall report any scheduled or unscheduled absences to the Mayor. With respect to scheduled absences, the City Auditor shall notify the Mayor reasonably in advance. The City Auditor is an executive, administrative and/or professional position exempt from the overtime requirements of the Fair Labor Standards Act and it is the parties' intent that the position is not eligible for overtime.

DISCIPLINE OR DISMISSAL

The City Auditor shall not be removed, discharged, dismissed, suspended or otherwise disciplined except for just cause.

HEALTH INSURANCE

The City Auditor shall be eligible for all health insurance coverage that is provided for all other city employees. The City Treasurer/Collector shall deduct the City Auditor's share of his health, dental, and life insurance premiums from his regular paychecks. The City Auditor's health insurance contribution shall be identical in percentage to the percentage contribution contained for all other city employees. Additionally, the City Auditor shall be eligible to participate in any voluntary/contributory benefit program offered to other general government employees.

PENSION

The present pension and retirement plans in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton, shall be applicable to the City Auditor.

PERSONAL DAYS

The City Auditor shall be entitled to five (5) days of paid personal leave each calendar year. Said personal days may not be carried forward from one calendar year into the next calendar year. These days are redeemable for financial value upon leaving the employ of the City of Taunton up to a maximum of five (5) days. This City Auditor has presently accumulated 44.62 hours of personal time prior to the date of this Agreement and shall be allowed to use said personal time in the current calendar year, in addition to the five (5) days allotted under this contract, but at the end of the current calendar year, no personal days may be carried over, and thereafter the City Auditor shall accrue five days each calendar year.

COMPENSATION

Beginning the 31st day of January, 2022 the base salary for the position of City Auditor shall be One Hundred Seven Thousand (\$107,000.00) Dollars annually per calendar year. The performance of the City Auditor shall be reviewed annually by the Mayor by March 1 and will affect potential salary increases. Any merit increase may be recommended by the Mayor and effective on July 1.

VACATION TIME

The City Auditor shall receive an annual allotment of 3 weeks of vacation. Said allotment shall be distributed up front for the first year of this contract and shall accrue at a fixed monthly rate thereafter. If the City Auditor does not use any portion of his vacation entitlement during a given calendar year, he may carry over up to 1 time the annual allotment of unused vacation time from such calendar year into the next calendar year. There shall be a limit of 2 times the annual allotment of vacation time that may accrue to the City Auditor at any given time.

Upon the City Auditor's retirement, death or termination of employment for any reason, the City Auditor shall redeem any unused and duly accrued vacation days at their then existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5th) of the City Auditor's regular weekly pay, not to exceed two times the annual allotment of vacation.

Notwithstanding the foregoing, the City Auditor has previously accumulated 78.72 vacation hours as of the date of this Agreement and he shall be entitled to the full redemption amount for his 78.72 vacation hours so long as at the time of redemption said balance is still unused and available. Said 78.72 hours is retained by the City Auditor in addition to and apart from the annual vacation allotment provided for herein.

Vacation allotment will be reviewed upon renewal of contract.

The City Auditor, may, at his option, annually sell back up to two (2) weeks of vacation to the City. In order to exercise this option, the City Auditor must provide notice to the City by no later than February 15 with payment to be made within the same fiscal year.

PAID HOLIDAYS

The following holidays shall be paid holidays for the City Auditor:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
½ Day Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Juneteenth	Christmas Day
Independence Day	½ Day New Year's Eve

Any holiday declared by the City of Taunton or the Government of the Commonwealth of Massachusetts, shall be paid contractual holiday(s) for the City Auditor.

In the event that any of the foregoing holidays fall on a Saturday, the holidays shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

- (A) The City Auditor shall be entitled to one and one quarter (1 ¼) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the City Auditor may accumulate. The City Auditor shall be entitled to his sick leave as it becomes earned.
- (B) The City Auditor may use up to (7) of his accumulated sick leave days per year for illness in his immediate family or household, which, for purposes of this paragraph, shall be construed to include spouse, children, parents and other persons regularly residing in the City Auditor's permanent residence.
- (C) Upon the City Auditor's retirement, death or termination of employment for any reason, the City Auditor, or in the case of his death, his spouse, designated beneficiary, next of kin or estate in that order-shall redeem his unused accumulated sick leave days at their then existing per diem value in a lump-sum payment up to a maximum of four (4) weeks. The per diem value of each sick leave day shall be one-fifth (1/5th) of the City Auditor's regular weekly pay. Notwithstanding the foregoing, this City Auditor has previously accumulated 378.79 sick hours and he shall be entitled to the full redemption amount for his accumulated 378.79 sick hours in addition to and apart from the four (4) weeks referenced above so long as at the time of redemption that balance is still unused and available, but in no event shall the total payout exceed \$13,000.00.

BEREAVEMENT LEAVE

The City Auditor shall be allowed bereavement leave with pay upon the death of his spouse, or domestic partner, child, grandchild, brother, sister, parent, grandparent; or upon the death of the City Auditor's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the City Auditor's household. Such leave shall not exceed four days unless special permission is granted by the Mayor.

JURY LEAVE

The City Auditor shall be granted time off without loss of pay for services on any local, state, or federal jury, including a grand jury.

PROFESSIONAL DEVELOPMENT

Employees will be allowed to attend conferences, seminars and educational courses subject to the Mayor's prior approval for professional development and awareness, with pay and without loss of any recognized leave time. The City will furthermore reimburse the Employee for all reasonable expenses associated with attending said approved conferences, seminars and educational courses including but not limited to travel and subsistence expenses. The City also agrees to pay for any professional dues, literature subscriptions, test preparation classes/services, and examinations fees for the Employee's professional development and education. The provisions of this Section are subject to (1) advance approval of the Mayor which shall not be unnecessarily withheld and (2) the availability of funds which shall be determined and made known to the employee at the time of Mayor's approval.

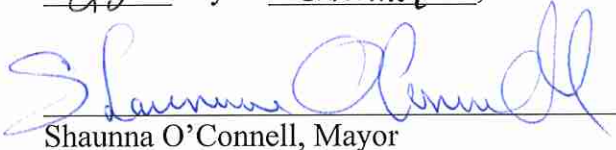
SEVERABILITY CLAUSE

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect. Should there be a conflict between this employment agreement and the terms of any municipal ordinance, the terms of the ordinance shall control.

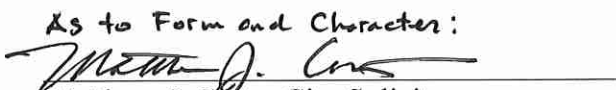
ELECTRONIC SIGNATURE AND COPIES

The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. This agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original, but all counterparts together shall constitute a single agreement. Any electronic copy, facsimile or other copy of this agreement may be treated as an original.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 28th day of JANUARY, 2022.


Shaunna O'Connell, Mayor


Ian D. Fortes
City Auditor

As to Form and Character:

Matthew J. Costa, City Solicitor

CITY OF TAUNTON CITY AUDITOR

Position Purpose:

The purpose of this position is to perform administrative and accounting work in discharging the duties of the office; provides information to City departments; all other related work as required. The City Auditor is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control in according to applicable provisions of the Massachusetts General Laws/Municipal Finance Laws.

Supervision:

Supervision Scope: Performs a variety of responsible functions in accordance with state statutes and city ordinances, requiring the exercise of some judgment and discretion in the interpretation and application of laws, regulations, and procedures; refers questionable cases to supervisor.

Supervision Received: Works under the general supervision of the Mayor and Municipal Council and according to applicable provisions of the Massachusetts General Laws/Municipal Finance Laws. Generally, sets own daily work plan and chooses between appropriate courses of action to achieve defined objectives. The City Auditor is appointed for three years by the Municipal Council.

Supervision Given: Supervises more than two office staff.

Job Environment:

Work is performed under typical office conditions with frequent interruptions from visitors and telephone calls. Work environment is moderately noisy.

Operates computer and standard office equipment, such as copier, fax, postage meter and telephone.

Makes regular contacts with city departments, city employees and external financial advisors/auditors. Contacts are by phone, correspondence, email and in person and requires excellent customer service skills.

This position has access to confidential records/information processed for payment through the city budget.

Errors could result in delay and added financial costs to the City.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Proficiency in Microsoft Word and Excel is required.
- Knowledge of Municipal Finance and public accounting software (i.e. Fundware)
- Monitors expenditures of all city funds.
- Keeps record of city indebtedness.
- Maintains and updates a variety of information and business records and contracts in accordance with applicable procedures.
- Approves payrolls and payables for payment and draws a warrant upon the Treasurer for payment thereof.
- Initiates audits on various functions.
- Has the ability to inspect all departments' accounts.

- Directs and instructs employees on new regulations.
- Maintains journals and general ledger.
- Provides numbers for bond prospectus
- Strong Managerial/Supervisory Skills. Supervises an office staff of more than two (2).
- Works in conjunction with the Budget Director, Treasurer/Collector, external auditors and department staff.
- End of month and end of year financial statements to departments, Mayor & Council.
- Yearly tax recap sheet.
- Performs similar or related work as required, or as situation dictates.
- Regular attendance and punctuality at the workplace is required.

Recommended Minimum Qualifications:

Education, Training and Experience:

Bachelor's degree in Accounting or similar field; Municipal finance experience preferred. Certification as a Massachusetts Municipal Auditor required within a reasonable period of time.

Knowledge, Ability and Skill:

Knowledge. Working knowledge of office practices and procedures including records management. Knowledge of computer systems and software programs. Working knowledge of operations and functions of city departments. Familiarity with city government ordinances and Mass. General Laws.

Ability. Ability to operate various types of office equipment, including a computer. Ability to deal tactfully and appropriately with the general public and city departments in an effective manner. Ability to understand and follow instructions and to work independently when required. Ability to establish and maintain effective working relationships with other city employees, officials and other agencies. Ability to maintain accurate records and complete tasks in compliance with assigned/mandated deadlines.

Skill. Skill in operating computers and related word processing and statistical applications. Excellent verbal and written communication skills. Strong organizational skills.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Tasks require the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (15 -30 pounds). Tasks may involve extended periods of time at a keyboard or workstation. Some tasks require the ability to perceive and discriminate sounds and visual cues or signals. Some tasks require the ability to communicate orally. Requires the ability to operate, maneuver and/or control the actions of equipment, tools and/or materials used in performing essential functions. Files and types on a keyboard at a moderate speed.

This position is a City of Taunton Management Association position (COTMA).

Any changes in the primary duties and responsibilities listed must be negotiated between the City and COTMA consistent with the parties obligations under M.G.L. Chapter 150E. This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the department and requirements of the job change.